

WHEN RECORDED MAIL TO:

(property owner)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ the Owner(s) of the hereinafter described real property:

Address \_\_\_\_\_ Post Office \_\_\_\_\_ Zip Code \_\_\_\_\_

Assessor Parcel No.(s) \_\_\_\_\_

Desire(s) to construct a "second dwelling unit" as defined by the San Diego County Zoning Ordinance for the purpose of providing rental housing pursuant to Section 6156.x of said Zoning Ordinance. In consideration of the permission granted by the County of San Diego by Administrative Permit and/or building permit (as may be applicable) to construct a second dwelling unit, I/we hereby covenant and agree that:

1. I/We are the owner(s) and occupants(s) of the existing (or to be constructed concurrently) primary residence located on the above described property.
2. I/We shall continuously occupy either the primary unit or the second dwelling unit for as long as the unit that is not owner occupied is used or maintained for use as a separate dwelling unit. I/We will discontinue the residential use of the second dwelling unit at and during any time that owner occupancy of the property ceases, except as may be otherwise permitted by Section 6156.x of the Zoning Ordinance.
3. No other accessory living quarter, whether legally or illegally established, does now or shall ever exist on the above-described property.
4. No expansion of the second dwelling unit or the primary dwelling unit shall occur, nor shall any other work on the premises be done that requires a ministerial or discretionary permit(s) without first obtaining the required ministerial and/or discretionary permit(s) from the County of San Diego.
5. I/We will abide by all of the requirements and standards of Section 6156.x of the Zoning Ordinance (or renumbering thereof) as it exists on the date of this Agreement, and which hereby is incorporated herein by reference.

This Agreement shall run with the land. If the subject property is conveyed to any other person, firm, or corporation, the instrument that conveys title or any interest in or to said property, or any portion thereof, shall contain a restriction limiting the use of the second dwelling unit per the terms of this Agreement. Any violation of this Agreement is grounds for the County, pursuant to Section 7703 and/or Section 7382 of the Zoning Ordinance, to revoke the permission for use of the second dwelling unit for residential purposes, and may result in penalties being imposed upon the property owner as prescribed in said Section 7703.

Owner(s) Signature(s) \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature \_\_\_\_\_